

MARK R. THIERNAN, Nev. Bar No. 8285  
JOSHUA D. BUCK, Nev. Bar No. 12187  
LEAH L. JONES, Nev. Bar No. 13161  
Thierman Buck LLP  
7287 Lakeside Drive  
Reno, Nevada 89511  
Tel: (775) 284-1500  
Fax: (775) 703-5027  
Email: mark@thiermanbuck.com  
josh@thiermanbuck.com  
[leah@thiermanbuck.com](mailto:leah@thiermanbuck.com)

ALEXANDER HOOD (*pro hac vice*)  
Towards Justice  
1535 High St., Suite 300  
Denver, CO 80218  
Tel: 720-239-2606  
Fax: 303-957-2289  
Email: alex@towardsjustice.org  
[alex@towardsjustice.org](mailto:alex@towardsjustice.org)

CHRISTINE E. WEBBER (*pro hac vice*)  
BRIAN CORMAN (*pro hac vice*)  
Cohen Milstein Sellers & Toll PLLC  
1100 New York Ave., NW, Suite 500  
Washington, DC 20005  
Tel: 202-408-4600  
Fax: 202-408-4699  
Email: cwebber@cohenmilstein.com  
bcorman@cohenmilstein.com

*Attorneys for Plaintiffs*

ELLEN WINOGRAD  
JOSHUA WOODBURY  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, Nevada 89505  
[ewinograd@woodburnandwedge.com](mailto:ewinograd@woodburnandwedge.com)

*Counsel for Western Range Association,  
Defendant*

ANTHONY L. HALL  
ERICA C. SMIT  
Holland & Hart LLP  
5441 Kietzke Lane, 2nd Floor  
Reno, Nevada 89511  
[ahall@hollandhart.com](mailto:ahall@hollandhart.com)

*Counsel for El Tejon Sheep Company and  
Melchor Gragirena, Defendants*

LEIGH GODDARD  
LAURA JACOBSEN  
McDonald Carano Wilson LLP  
100 W. Liberty St., 10th Floor  
Reno, NV 89501  
[lgoddard@mcdonaldcarano.com](mailto:lgoddard@mcdonaldcarano.com)  
[ljacobsen@mcdonaldcarano.com](mailto:ljacobsen@mcdonaldcarano.com)

*Attorneys for Defendants  
John Estill and Estill Ranches, LLC*

J. LARRY STINE  
ELIZABETH K. DORMINEY  
Wimberly, Lawson, Steckel, Schneider  
& Stine, P.C.  
Suite 400, Lenox Towers  
3400 Peachtree Road, N.E.  
Atlanta, Georgia 30326  
[jls@wimlaw.com](mailto:jls@wimlaw.com)  
[bdorminy@bellsouth.net](mailto:bdorminy@bellsouth.net)

*Attorneys for Defendant  
Mountain Plains Agricultural Service*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ABEL CÁNTARO CASTILLO;  
ALCIDES INGA RAMOS, and those similarly  
situated,

Plaintiffs,

v.

Case No.: 3:16-cv-00237-MMD-VPC

**PROPOSED STIPULATED  
PROTECTIVE ORDER**

1 WESTERN RANGE ASSOCIATION;  
 2 MELCHOR GRAGIRENA;  
 3 EL TEJON SHEEP COMPANY;  
 4 MOUNTAIN PLAINS AGRICULTURAL  
 SERVICE; ESTILL RANCHES, LLC; and  
 JOHN ESTILL

6 THIS MATTER comes before the Court on the Joint Motion for Entry of Stipulated  
 7 Protective Order submitted by Plaintiffs Abel Cántaro Castillo and Alcides Inga Ramos; and  
 8 Defendants Western Range Association, Melchor Gragirena, El Tejon Sheep Company, Mountain  
 9 Plains Agricultural Service, Estill Ranches, LLC and John Estill (hereinafter the “Parties”), by  
 10 which the Parties agree, and the Court finds, pursuant to FRCP 26(c), that good cause exists to  
 11 support the entry of a protective order over the discovery and dissemination of certain information  
 12 deemed confidential by one of the Parties. This Stipulated Protective Order will expedite the  
 13 disclosure of information and production of documents protected by privilege or statutes, preserve  
 14 the confidentiality of such information, protect privacy interests of the Parties and non-parties, and  
 15 help to avoid potential discovery disputes related to information that is designated confidential.  
 16 The Court, being fully advised, hereby ORDERS as follows:

#### 17 **GENERAL PROVISIONS**

18 1. In this action, at least one of the Parties has sought and/or is seeking Confidential  
 19 Material (as defined in paragraph 5 below). This Protective Order shall apply to all documents,  
 20 materials, and information that is sought by a party either from other parties to this litigation or  
 21 from any third party with possession or custody of Confidential Material during discovery,  
 22 including without limitation, documents produced, answers to interrogatories, responses to  
 23 requests for admission, deposition testimony, and other information disclosed pursuant to the  
 24 disclosure or discovery duties created by the Federal Rules of Civil Procedure. The Parties assert  
 25 the disclosure of Confidential Material outside the scope of this litigation could result in  
 26 significant injury to one or more of the Parties’ business or privacy interests, and could result in  
 27 significant injury to a third party’s privacy interests, as well as significantly erode the attorney-  
 28

1 client privilege. The Parties have entered into this Stipulation and request the Court enter this  
2 Protective Order for the purpose of preventing the disclosure and use of Confidential Material  
3 except as set forth herein.

4 2. As used in this Protective Order, “document” is defined as designated in FRCP  
5 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

6 3. This Protective Order may be modified by the Court at any time for good cause  
7 shown following notice to all Parties and an opportunity for them to be heard.

8 4. Nothing in this Protective Order shall prevent any party or other person from  
9 seeking modification of this Order, from objecting to discovery that the party or other person  
10 believes to be improper, or from filing a motion with respect to the manner in which Confidential  
11 Material shall be treated at trial. Nothing in this Protective Order shall prejudice the right of any  
12 party to contest the alleged relevancy, admissibility, or discoverability of confidential documents  
13 or information sought.

14 **CONFIDENTIAL MATERIAL**

15 5. “Confidential Material” means those documents or personal identifying  
16 information that the designating party believes to be protected by law, including FRCP 26, and is  
17 designated by one of the Parties in the manner provided in paragraph 15 below, the disclosure of  
18 which the designating party believes may implicate the privacy interests of Plaintiffs, Defendants,  
19 third parties and/or information contained in confidential business records and communications by  
20 the designating party or a third party with possession or custody of such information. Any  
21 information designated by a party as confidential will first be reviewed by counsel, and  
22 designation will be based on a good faith belief that the information is confidential and entitled to  
23 protection under the law, including Rule 26. The documents or information so designated shall be  
24 deemed “Confidential Material” subject to this Protective Order. Confidential Material does not  
25 include (a) any information that is in the public domain at the time of disclosure to a Receiving  
26 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
27 publication not involving a violation of this Order, including becoming part of the public record  
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1 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
2 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
3 information lawfully and under no obligation of confidentiality to the Designating Party.

4         6.       Exercise of Restraint and Care in Designating Material for Protection. Each Party  
5 or Non-Party that designates information or items for protection under this Order must take care to  
6 limit any such designation to specific material that qualifies under the appropriate standards. The  
7 Designating Party must designate for protection only those pages of a document which qualify as  
8 Confidential Material, in order to avoid sweeping an entire document unjustifiably within the  
9 ambit of this Order, where only some pages contain Confidential Material. Indiscriminate  
10 designations of confidentiality are inconsistent with this Order. If it comes to a Designating  
11 Party's attention that information or items that it designated for protection do not qualify for  
12 protection, that Designating Party must promptly notify all other Parties that it is withdrawing the  
13 mistaken designation.

14         7.       Confidential Material shall not be disclosed to any person or entity not a party to  
15 this lawsuit except as expressly provided herein. Confidential Material shall only be used in this  
16 lawsuit between the Parties to this lawsuit only, including any appeal. Confidential Material shall  
17 not be disclosed to any person or entity other than the Parties to this suit, counsel who have  
18 entered an appearance in this case and their staff, Judges, Magistrates, law clerks and other clerical  
19 personnel of the Court before which the action is pending, and other individuals as designated in  
20 paragraph 10 of this Protective Order.

21         8.       Any Confidential Material produced during the course of this action shall be used  
22 solely for the purposes of this action between the Parties in this suit only, and shall not be  
23 disclosed or used for any other purpose including, but not limited to, any business, commercial,  
24 competitive, or publicity purpose. All obligations and duties arising under this Protective Order  
25 shall survive the termination of this action.

26         9.       Nothing herein shall prevent disclosure beyond the terms of this Order if this Court,  
27 after notice to all affected Parties, orders such disclosure.

1           10.     It shall be the responsibility of counsel to take reasonable and proper steps to  
2 ensure that this Protective Order and all provisions hereof are made known to any person who  
3 shall examine Confidential Material as provided herein. Counsel to the Parties are required to  
4 advise, instruct and supervise all associates, staff and employees of documents to keep designated  
5 Confidential Material confidential in the strictest possible fashion. Counsel and the Parties also  
6 agree to such treatment of the information by themselves, and counsel will appropriately instruct  
7 their clients as to the protected nature of the information produced pursuant to this Protective  
8 Order and the limitations on its use and disclosure.

9           11.     All Confidential Material including any and all copies thereof shall be kept by  
10 counsel in an appropriately safe place, given its confidential status. Except as otherwise provided,  
11 access to any Confidential Material shall be limited solely to the following persons:

12           a.       Counsel for the Parties and their associates, legal assistants, and other support  
13 employees who have a demonstrable need for such disclosure in order to conduct this litigation,  
14 and outside vendors retained by counsel for the Parties, including messenger, copy, coding and  
15 other clerical services, including document processing and conversion, archiving and database  
16 services, electronic data processing firms and personnel, translators and interpreters;

17           b.       Plaintiffs, Defendants, whether third party or otherwise, and any officers,  
18 directors, agents, or employees of Plaintiffs and Defendants who have a need for such disclosure  
19 in order to conduct this litigation;

20           c.       The author or recipient of a document containing the information or a custodian or  
21 other person who otherwise possessed or knew the information;

22           d.       The Court, persons employed by the Court, jury personnel, and stenographers  
23 transcribing the testimony or argument at a hearing, trial or deposition in this action, or any appeal  
24 therefrom;

25           e.       Testifying or non-testifying experts who are not employees of the Parties and are  
26 utilized for purposes of this litigation; but only after each such person has read this Protective  
27 Order and consented in writing to be bound by the provisions thereof as indicated by execution of  
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1 the Agreement attached hereto as Exhibit A. If any such expert refuses to sign the Agreement, the  
2 question whether the witness shall be shown and questioned about the Confidential Material shall  
3 be presented to the Court;

4 f. Witnesses in the action to whom disclosure is reasonably necessary during their  
5 depositions, and witnesses disclosed by any party pursuant to FRCP 26(a)(1)(A)(i); but only after  
6 each such person has been given a copy of this Protective Order and consented in writing to be  
7 bound by the provisions thereof as indicated by execution of the Agreement attached hereto as  
8 Exhibit A. If any such witness refuses to sign the Agreement, the question whether the witness  
9 shall be shown and questioned about the Confidential Material shall be presented to the Court;

10 g. Representatives of any insurance company holding a policy believed in good faith  
11 by any party to cover any claim in this lawsuit; but prior to disclosure to any insurance  
12 representative, the insurance representative must be informed of and agree to be subject to the  
13 provisions of this Protective Order requiring that the documents and information be held in  
14 confidence, as indicated by execution of the Agreement attached hereto as Exhibit A;

15 h. With the exception of witnesses while testifying at trial, or persons who either  
16 authored or previously received Confidential Material, such information may be disclosed to other  
17 persons not authorized by this Protective Order only with the mutual agreement in writing  
18 between and among counsel for the Parties, in advance of any disclosure to such person, only  
19 upon executing the Agreement in Exhibit A.

20 12. Prior to disclosing any Confidential Material to any person listed in paragraphs  
21 10(d)–(g) above, counsel shall inform such person of this Protective Order and provide such  
22 person with a copy of Exhibit A to be signed acknowledging that he or she has knowledge of this  
23 Protective Order and agrees to be bound by its provisions. All such signed Agreements shall be  
24 retained by counsel and shall be subject to *in camera* review by the Court if good cause for review  
25 is demonstrated by counsel.

26 13. All copies, excerpts or summaries made, shown or given to those authorized hereby  
27 and according to the provisions hereof shall be stamped to indicate the protected and confidential  
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1 nature of the disclosed information. Review of Confidential Material by counsel, experts or  
2 consultants for the litigation will not constitute any waiver of the confidentiality of the document  
3 or of any objections to production. The inadvertent, unintentional or in camera disclosure of  
4 Confidential Material shall not, under any circumstances, be deemed a waiver, in whole or in part,  
5 of any claims of confidentiality.

6 14. All Documents submitted to the Court which attach, quote from or refer to  
7 Confidential materials shall be electronically filed under seal with reference to this Protective  
8 Order to ensure that the Documents are protected as set forth in this Protective Order. Unless  
9 otherwise permitted by statute, rule or prior court order, papers filed with the court under seal shall  
10 be accompanied by a contemporaneous motion for leave to file those documents under seal, and  
11 shall be filed consistent with the court's electronic filing procedures in accordance with Local  
12 Rule IA 10-5. Notwithstanding any agreement among the parties, the party seeking to file a paper  
13 under seal bears the burden of overcoming the presumption in favor of public access to papers  
14 filed in court. *See Kamakana v. City & Cty. of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *Pintos v.*  
15 *Pac. Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2010). In the event the Court refuses to  
16 allow the filing under seal of such Information designated as Confidential, a party shall still be  
17 permitted to file such Information, but it will continue to be treated as Confidential in all other  
18 respects. The Court's ruling shall not preclude the filing of the document, or otherwise affect the  
19 confidentiality designation.

20 15. If, through inadvertence, a party provides any documents or information containing  
21 Confidential Material without designating the material as such, the party may subsequently inform  
22 the other parties in writing of the Confidential Material status of the documents or information.  
23 The parties in receipt of that inadvertently disclosed Confidential Material shall thereafter treat the  
24 disclosed material as Confidential Material in accordance with the written notification of the  
25 inadvertent disclosure. The Parties in receipt of the inadvertently disclosed Confidential Material  
26 shall take reasonable steps to advise persons to whom disclosure was made prior to receipt of a  
27 Confidential Material designation of such designation and of this Protective Order, but shall not  
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1 otherwise be required to retrieve or take any action to protect the confidentiality of information or  
2 copies of documents disclosed prior to the receipt of the Confidential Material designation. If a  
3 party produces any documents or information that is not designated as Confidential Material and  
4 which another party believes is subject to designation as Confidential Material, the receiving party  
5 may designate the material as Confidential Material by notifying the other Parties of the  
6 designation, and if any other party disagrees with the designation, it may follow the procedure in  
7 Paragraph 15. If a party inadvertently produces documents which are subject to the attorney-client  
8 privilege or work product protection, the Parties shall follow the procedures of Fed. R. Evid. 502  
9 and FRCP 26(b)(5)(B).

10 16. Where Confidential Material is produced, provided, or otherwise disclosed by a  
11 party in response to any discovery request, it will be designated in one of the following manners:

12 a. By imprinting the word “Confidential” on each Confidential page of any document  
13 produced (in a manner that will not interfere with their legibility);

14 b. By imprinting the word “Confidential” next to or above any response to a discovery  
15 request; and

16 c. With respect to transcribed testimony, whenever a deposition involves the  
17 disclosure of Confidential Material, the confidential portions thereof shall be designated as  
18 Confidential and subject to this Protective Order. Such designation may be made on the record  
19 during the deposition, but must also be made by giving written notice to opposing counsel  
20 designating by page and line number which portions are “Confidential” no later than 21 calendar  
21 days after receipt of the transcribed testimony. During the 21-day period, counsel for the Parties  
22 shall treat the entire transcript as if it had been designated as “Confidential.”

23 17. A party may object to the designation of particular documents as Confidential  
24 Material by giving written notice to the party designating the disputed information. The written  
25 notice shall identify the information to which objection is made. The objection to a designation as  
26 Confidential Material may be raised at any time. A Party does not waive its right to challenge a  
27 confidentiality designation by electing not to mount a challenge promptly after the original  
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1 designation is disclosed.

2 All counsel shall then make a reasonable, good-faith effort to resolve the discovery dispute  
3 without the need for judicial intervention in accordance with FRCP 26(c)(1) and FRCP 37(a)(1). If  
4 those discussions are not fruitful, it will be the obligation of the party designating the information  
5 as Confidential to arrange a telephone conference with the Court in accordance with the Court's  
6 Civil Practice Standards. At the conclusion of the court-supervised conference, if the dispute over  
7 confidentiality has not been resolved, it will be the obligation of the party designating the  
8 information as Confidential to file an appropriate motion within ten additional days after the date  
9 of the conference, requesting that the Court determine whether the disputed information should be  
10 subject to the terms of this Protective Order. If such a motion is timely filed, the disputed  
11 information shall be treated as Confidential under the terms of this Protective Order until the Court  
12 rules on the motion. In connection with any motion filed under this provision, the party  
13 designating the information as confidential shall bear the burden of establishing that good cause  
14 exists for the disputed information to be treated as confidential.

15 18. The termination of this action shall not relieve counsel or other persons obligated  
16 hereunder from their responsibility to maintain the confidentiality of Confidential Material or  
17 pursuant to this Protective Order, and the Court shall retain continuing jurisdiction to enforce the  
18 terms of this Protective Order.

19 19. Three years from termination of this litigation, including any appeals, or at the  
20 expiration of any longer time required by counsel's insurance or ethical obligations, counsel for  
21 any party that has received Confidential Material shall destroy the Confidential Material.  
22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,  
23 motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
24 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
25 work product, even if such materials contain Protected Material. Any such archival copies that  
26 contain or constitute Protected Material remain subject to this Protective Order

27 20. This Protective Order is not intended to address the admissibility of evidence at  
28

1 trial. If a party seeks to limit the publication of Confidential Material at the trial or any hearing in  
2 this matter, the burden shall be on the party seeking to limit the use of such information to obtain  
3 relief from the Court in advance of the trial or hearing.

4 21. If documents or information designated as Confidential Material in accordance  
5 with the terms of this Protective Order are made exhibits to briefs or pleadings, or if Confidential  
6 Material is quoted in a pleading, such exhibit or pleading shall be filed under seal.

7  
8 DATED this 6th day of January 2017.

Respectfully submitted,

9 /s/Christine E. Webber

10 MARK R. THIERMAN, Nev. Bar No. 8285  
11 JOSHUA D. BUCK, Nev. Bar No. 12187  
12 LEAH L. JONES, Nev. Bar No. 13161  
Thierman Buck LLP  
7287 Lakeside Drive  
Reno, Nevada 89511  
Tel: (775) 284-1500  
Fax: (775) 703-5027  
Email: mark@thiermanbuck.com  
josh@thiermanbuck.com  
leah@thiermanbuck.com

ELLEN WINOGRAD  
JOSHUA WOODBURY  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, Nevada 89505  
ewinograd@woodburnandwedge.com

*Counsel for Western Range Association,  
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16 ALEXANDER HOOD (*pro hac vice*)  
Towards Justice  
17 1535 High St., Suite 300  
Denver, CO 80218  
18 Tel: 720-239-2606  
Fax: 303-957-2289  
19 Email: alex@towardsjustice.org  
alex@towardsjustice.org

ANTHONY L. HALL  
ERICA C. SMIT  
Holland & Hart LLP  
5441 Kietzke Lane, 2nd Floor  
Reno, Nevada 89511  
ahall@hollandhart.com

*Counsel for El Tejon Sheep Company and  
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20 CHRISTINE E. WEBBER (*pro hac vice*)  
21 BRIAN CORMAN (*pro hac vice*)  
Cohen Milstein Sellers & Toll PLLC  
22 1100 New York Ave., NW, Suite 500  
Washington, DC 20005  
23 Tel: 202-408-4600  
Fax: 202-408-4699  
24 Email: cwebber@cohenmilstein.com  
bcorman@cohenmilstein.com

LEIGH GODDARD  
LAURA JACOBSEN  
McDonald Carano Wilson LLP  
100 W. Liberty St., 10th Floor  
Reno, NV 89501  
lgoddard@mcdonaldcarano.com  
ljacobsen@mcdonaldcarano.com

*Attorneys for Defendants  
John Estill and Estill Ranches, LLC*

25 *Attorneys for Plaintiffs*

J. Larry Stine  
Elizabeth K. Dorminey  
WIMBERLY, LAWSON, STECKEL,  
27 SCHNEIDER & STINE, P.C.  
Suite 400, Lenox Towers  
3400 Peachtree Road, N.E.

Atlanta, Georgia 30326  
Phone: (404)365-0900  
Fax: (404) 261-3707  
jls@wimlaw.com  
bdorminy@bellsouth.net

*Attorneys for Defendant*  
*Mountain Plains Agricultural Service*

**CERTIFICATE OF SERVICE**

I hereby certify that on January 6, 2017, a true and correct copy of the foregoing was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/Christine E. Webber  
Christine E. Webber

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

ABEL CÁNTARO CASTILLO;  
Alcides inga ramos, and those similarly  
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ESTILL RANCHES, LLC; and JOHN  
ESTILL

Case No.: 3:16-cv-00237-MMD-VPC

**ORDER ADOPTING PROPOSED  
STIPULATED PROTECTIVE ORDER**

The attached proposed Stipulated Protective Order is hereby adopted.

**IT IS SO ORDERED.**

\_\_\_\_\_  
UNITED STATES JUDGE or  
MAGISTRATE JUDGE

DATED: \_\_\_\_\_